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 15 and Aggrieved Employees

16 **UNITIED STATES DISTRICT COURT**  
 17 **NORTHERN DISTRICT OF CALIFORNIA**

18 TERESA CLEMENS, JORDAN SIMENSEN,  
 19 and ADRIA DESPRES, individuals, for  
 20 themselves and all members of the putative  
 21 class, and on behalf of aggrieved employees  
 22 pursuant to the Private Attorneys General Act  
 23 ("PAGA")

24 Plaintiffs,

25 v.

26 HAIR CLUB FOR MEN, LLC, a Delaware  
 27 corporation; and DOES 1 through 100,  
 28 inclusive,

Defendants.

) Case No.:  
 )  
 ) **COMPLAINT**  
 ) (1) Violation of California Labor Code § 1198  
 ) (Unpaid Overtime);  
 ) (2) Violation of California Labor Code § 226.7  
 ) (Unpaid Meal Period Premiums);  
 ) (3) Violation of California Labor Code § 226.7  
 ) (Unpaid Rest Period Premiums);  
 ) (4) Violation of California Labor Code §§ 1194,  
 ) 1197, and 1197.1 (Unpaid Minimum Wages);  
 ) (5) Violation of California Labor Code §§ 201 &  
 ) 202 (Final Wages Not Timely Paid)  
 ) (6) Violation of California Labor Code § 204  
 ) (Wages Not Timely Paid During  
 ) Employment);  
 ) (7) Violation of California Labor Code § 226,  
 ) subd. (a) (Non-Compliant Wage Statements);  
 ) (8) Violation of California Labor Code § 1174,  
 ) subd. (d) (Failure To Keep Requisite Payroll  
 ) Records);  
 ) (9) Violation of California Business &  
 ) Professions Code §§ 17200, et seq.; and  
 ) (10) Violation of California Labor Code § 2698 et  
 ) seq. (California Labor Code Private Attorney  
 ) General Act of 2004)  
 )  
 ) **DEMAND FOR JURY TRIAL**

1 Plaintiffs TERESA CLEMENS, JORDAN SIMENSEN, and ADRIA DESPRES, on behalf of  
 2 themselves, and all other similarly situated, the general public, and on behalf of aggrieved employees  
 3 pursuant to the Private Attorneys General Act of 2004, file this Complaint against Defendant HAIR  
 4 CLUB FOR MEN, LLC, a Delaware corporation, and DOES 1 through 100 inclusive. Plaintiffs'  
 5 allegations are based upon information and belief and upon investigation of Plaintiffs' counsel,  
 6 except for allegations specifically pertaining to Plaintiffs, which are based upon Plaintiffs' personal  
 7 knowledge.

8 **JURISDICTION & VENUE**

9 1. This Court has subject matter jurisdiction under the Class Action Fairness Act of 2005,  
 10 28 U.S.C. § 1332(d)(2)–(6), because there is (1) at least 100 class members, (2) minimal diversity,  
 11 and (3) an amount in controversy that exceeds \$5 million, exclusive of interest and costs.

12 2. This Court has personal jurisdiction over Defendant HAIR CLUB FOR MEN, LLC  
 13 because it has certain minimum contacts with California such that the maintenance of the suit does  
 14 not offend traditional notions of fair play and substantial justice. *See Int'l Shoe Co. v. Wash.* (1941)  
 15 326 U.S. 310, 316.

16 3. Venue is proper in the Northern District of California pursuant to 28 U.S.C. § 1331(b)  
 17 and (c).

18 **PARTIES**

19 4. Plaintiff TERESA CLEMENS (“CLEMENS”) is an individual who, at all times  
 20 relevant herein, was a resident of Contra Costa County, California. Plaintiff CLEMENS brings this  
 21 action on behalf of herself, the general public, and on behalf of aggrieved employees pursuant to the  
 22 Private Attorneys General Act of 2004.

23 5. Plaintiff JORDAN SIMENSEN (“SIMENSEN”) is an individual who, at all times  
 24 relevant herein, was a resident of Contra Costa County, California. Plaintiff SIMENSEN brings this  
 25 action on behalf of herself, the general public, and on behalf of aggrieved employees pursuant to the  
 26 Private Attorneys General Act of 2004.

27 6. Plaintiff ADRIA DESPRES (“DESPRES”) is an individual who, at all times relevant  
 28 herein, was a resident of Contra Costa County, California. Plaintiff DESPRES brings this action on

1 behalf of herself, the general public, and on behalf of aggrieved employees pursuant to the Private  
2 Attorneys General Act of 2004.

3 7. Plaintiffs CLEMENS, SIMENSEN, and DESPRES will collectively be referred to  
4 hereafter as "Plaintiffs."

5 8. Defendant HAIR CLUB FOR MEN, LLC is a corporation formed under the laws of  
6 Delaware, having its principal place of business at 1515 S. Federal Hwy, Suite 401, Boca Raton,  
7 Florida 33432.

8 9. Plaintiffs are ignorant of the true names and capacities of defendants sued herein as  
9 DOES 1 through 100, inclusive, and therefore sue said defendants by such fictitious names. Plaintiffs  
10 will amend this Complaint to allege the true names and capacities of DOES 1 through 100 when  
11 ascertained. Each of these fictitiously named defendants participated or acted in concert with  
12 Defendant HAIR CLUB FOR MEN, LLC and is therefore responsible in some manner for the acts,  
13 occurrences, and/or omissions alleged herein, and has thereby proximately caused damages to  
14 Plaintiffs and the class, and is liable to Plaintiffs and the class by reason of the facts alleged herein.

15 10. Plaintiffs are informed and believe, and based thereon allege, that at all times herein  
16 mentioned, each of the defendants was the agent, partner, successor, or employee of Defendant HAIR  
17 CLUB FOR MEN, LLC and, in doing the things complained of herein, was acting within the course  
18 and scope of such agency, partnership, succession, or employment. All acts and omissions alleged to  
19 have been done by defendants, and each of them, were done with the consent, knowledge and  
20 ratification of all other defendants.

21 11. Defendant HAIR CLUB FOR MEN, LLC and DOES 1 through 100 will collectively  
22 be referred to hereafter as "Defendants."

23 **FACTUAL ALLEGATIONS**

24 12. Defendants employed Plaintiff CLEMENS as hourly-paid, non-exempt employee from  
25 on or about April 29, 2014 to October 23, 2014 in the State of California.

26 13. Defendants have employed Plaintiff SIMENSEN as hourly-paid, non-exempt  
27 employee from on or about February 15, 2005 to the present in the State of California.

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1       14. Defendants have employed Plaintiff DESPRES as hourly-paid, non-exempt employee  
2 from on or about October 11, 2011 to May 31, 2013 in the State of California.

3       15. Defendants had the authority to hire and terminate Plaintiffs and the other class  
4 members; to set work rules and conditions governing Plaintiffs and the other class members; and to  
5 supervise their daily employment activities.

6       16. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class  
7 members.

8       17. Plaintiffs are informed and believe, and based thereon allege, that at all times herein  
9 relevant, Defendants were advised by skilled lawyers and other professionals, employees, advisors,  
10 and consultants highly knowledgeable about California wage law, employment and personnel  
11 practices.

12       18. Plaintiffs are informed and believe, and based thereon allege, that at all times herein  
13 relevant, without any justification, Defendants ignored the employment and personnel policy changes  
14 proposed by skilled lawyers and other professionals, employees, advisors, and consultants highly  
15 knowledgeable about California wage laws, employment and personnel practice.

16       19. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged  
17 in a uniform policy and systematic scheme of wage abuse against their hourly paid employees.

18       20. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or  
19 should have known that they had a duty to compensate Plaintiffs and the other class members  
20 pursuant to California law, and that Defendants had the financial ability to pay such compensation,  
21 but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and  
22 the other class members that they were properly denied wages, all in order to increase Defendants'  
23 profits.

24       21. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or  
25 should have known that Plaintiffs and class members were entitled to receive certain wages for all  
26 work performed, including for overtime compensation.

27       22. At all material times set forth herein, Defendants regularly and consistently failed to  
28 compensate Plaintiffs and the other class members for all hours worked.

1       23. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or  
2 should have known that Plaintiffs and the other class members were working over eight (8) hours per  
3 day and were entitled to receive certain wages for overtime compensation and that they were not  
4 receiving wages for overtime compensation.

5       24. At all material times set forth herein, Defendants failed to fully comply with the  
6 relevant provision of the Labor Code and the IWC orders to pay overtime wages to Plaintiffs and the  
7 other class members.

8       25. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to  
9 provide Plaintiffs and the other class members the required rest and meal periods during the relevant  
10 time period as required under the Industrial Welfare Commission Wage Orders and/or applicable  
11 Labor Codes, thus are entitled to any and all applicable penalties.

12       26. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or  
13 should have known that Plaintiffs and the other class members were entitled to receive all meal  
14 periods or payment of one additional hour of pay at Plaintiffs' and the other class members' regular  
15 rate of pay when a meal period was missed.

16       27. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or  
17 should have known that Plaintiffs and the other class members were entitled to receive all rest periods  
18 or payment of one additional hour of pay at Plaintiffs' and the other class members' regular rate of  
19 pay when a rest period was missed.

20       28. At all material times set forth herein, Defendants failed to fully comply with the  
21 relevant provision of the Labor Code and the IWC orders to provide uninterrupted meal and rest  
22 periods to Plaintiffs and the other class members.

23       29. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or  
24 should have known that Plaintiffs and the other class members were entitled to receive all wages  
25 owed to them upon discharge or resignation.

26       30. At all material times set forth herein, Defendants regularly and consistently failed to  
27 pay Plaintiffs and the other class members all wages owed to them upon discharge or resignation.

28       ////

31. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive complete and accurate wage statements in accordance with California law.

32. At all material times set forth herein, Defendants regularly and consistently failed to provide complete and accurate wage statements to Plaintiffs and the other class members.

## **CLASS ACTION ALLEGATIONS**

33. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and thus, seek class certification under Code of Civil Procedure section 382.

34. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees employed by Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.

35. Plaintiffs reserve the right to establish subclasses as appropriate.

36. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be one hundred (100) individuals or greater and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

c. Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel,

are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

- d. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the Complaint anonymity that allows for the vindication of their rights.

37. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exists as to the members of the class:

- a. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- b. Whether Plaintiffs and the other class members did not receive wages for all time worked;
- c. Whether Defendants deprived Plaintiffs and class members of meal periods or required Plaintiffs and class members to work during meal periods without compensation;
- d. Whether Defendants deprived Plaintiffs and class members of rest periods or required Plaintiffs and class members to work during rest periods without compensation;

- 1 e. Whether Defendants failed to pay all wages due to Plaintiffs and the other class
- 2 members within the required time upon their discharge or resignation;
- 3 f. Whether Defendants complied with wage reporting as required by the
- 4 California Labor Code; including, but not limited to, section 226;
- 5 g. Whether Defendants' conduct was willful or reckless;
- 6 h. Whether Defendants engaged in unfair business practices in violation of
- 7 California Business & Professions Code sections 17200 et seq.;
- 8 i. The appropriate amount of damages, restitution, and/or monetary penalties
- 9 resulting from Defendants' violation of California law; and
- 10 j. Whether Plaintiffs and the class are entitled to compensatory damages pursuant
- 11 to the California Labor Code.

### **PAGA ALLEGATIONS**

13 38. At all times herein set forth, the Private Attorneys General Act of 2004 (“PAGA”) was  
14 applicable to Plaintiffs’ employment by Defendants.

15 39. At all times herein set forth, PAGA provides that any provision of law under the  
16 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for  
17 violations of the California Labor Code may, as an alternative, be recovered through a civil action  
18 brought by an aggrieved employee on behalf of himself and other current or former employees pursuant  
19 to procedures outlined in California Labor Code section 2699.3.

20 40. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved  
21 employee,” who is any person that was employed by the alleged violator and against whom one or  
22 more of the alleged violations was committed.

23 41. Plaintiffs were employed by Defendants and the alleged violations were committed  
24 against him during his time of employment and he is therefore, an aggrieved employee. Plaintiffs are  
25 “aggrieved employees” as defined by California Labor Code section 2699, subdivision (c).

26 42. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,  
27 such as Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have  
28 been met:

- 1 a. The aggrieved employee shall give written notice by certified mail (hereinafter  
2 "Employee's Notice") to the LWDA and the employer of the specific provisions  
3 of the California Labor Code alleged to have been violated, including the facts  
4 and theories to support the alleged violations.
- 5 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer  
6 and the aggrieved employee by certified mail that it does not intend to investigate  
7 the alleged violation within thirty (30) calendar days of the postmark date of the  
8 Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice  
9 is not provided within thirty-three (33) calendar days of the postmark date of the  
10 Employee's Notice, the aggrieved employee may commence a civil action  
11 pursuant to California Labor Code section 2699 to recover civil penalties in  
12 addition to any other penalties to which the employee may be entitled.

13 43. On February 6, 2015, Plaintiffs CLEMENTS, DESPRES, and SIMENSEN provided  
14 written notice by certified mail to the LWDA and to Defendant HAIR CLUB FOR MEN, LLC of the  
15 specific provisions of the California Labor Code alleged to have been violated, including the facts and  
16 theories to support the alleged violations. Plaintiffs satisfied the administrative prerequisites under  
17 California Labor Code section 2699.3, subdivision (a), to recover civil penalties against Defendant  
18 HAIR CLUB FOR MEN, LLC, in addition to other remedies, for violations of California Labor Code  
19 sections 201, 202, 203, 204, 226, 226.7, 510, 512(a), 558, 1174(d), 1198, and all applicable wage  
20 orders.

21 **FIRST CAUSE OF ACTION**  
22 **(Violation of California Labor Code § 1198)**  
23 **(Against Defendant HAIR CLUB FOR MEN, LLC and DOES 1 through 100)**

24 44. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through  
25 43, and each and every part thereof with the same force and effect as though fully set forth herein.

26 45. Pursuant to California Labor Code section 1198 and the applicable IWC Wage Order,  
27 it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half  
28 or two-times that person's regular rate of pay, depending on the number of hours worked by the  
person on a daily or weekly basis.

1       46. Pursuant to California Labor Code section 1198, the maximum hours of work and the  
2 standard conditions of labor fixed by the commission shall be the maximum hours of work and the  
3 standard conditions of labor for employees. The employment of any employee for longer hours than  
4 those fixed by the order or under conditions of labor prohibited by the order is unlawful.

5       47. Pursuant to the applicable IWC Wage Order, Defendants are and were required to pay  
6 Plaintiffs and the other class members at the rate of time-and-one-half for all hours worked in excess  
7 of eight (8) hours in a day.

8       48. During the relevant time period, Plaintiffs and the other class members worked in  
9 excess of eight (8) hours in a day.

10       49. During the relevant time period, Defendants intentionally and willfully failed to pay  
11 overtime wages owed to Plaintiffs and the other class members.

12       50. Defendants' failure to pay Plaintiffs and the other class members overtime  
13 compensation, as required by California laws, violates the provisions of California Labor Code  
14 section 1198, and is therefore unlawful.

15       51. Pursuant to California Labor Code section 1194, subdivision (a), notwithstanding any  
16 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or  
17 the legal overtime compensation applicable to the employee is entitled to recover in a civil action the  
18 unpaid balance of the full amount of this minimum wage or overtime compensation, including  
19 interest thereon, reasonable attorneys' fees, and costs of suit.

20       52. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members  
21 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

22       **SECOND CAUSE OF ACTION**

23       **(Violation of California Labor Code section 226.7)**

24       **(Against Defendant HAIR CLUB FOR MEN, LLC and DOES 1 through 100)**

25       53. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 52,  
26 and each and every part thereof with the same force and effect as though fully set forth herein.

27       54. At all relevant times, the IWC Order and California Labor Code section 226.7,  
28 subdivision (a) was applicable to Plaintiffs' and the other class members' employment by Defendants.

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1       55. At all relevant times, California Labor Code section 226.7 provides that no employer shall  
2 require an employee to work during any meal or rest period mandated by an applicable order of the  
3 California IWC.

4       56. At all relevant times, the applicable IWC Wage Order provides that an employer may not  
5 require, cause or permit an employee to work for a work period of more than five (5) hours per day  
6 without providing the employee with a meal period of not less than thirty (30) minutes, except that if the  
7 total work period per day of the employee is no more than six (6) hours, the meal period may be waived  
8 by mutual consent of both the employer and employee.

9       57. During the relevant time period, Plaintiffs and the other class members who were  
10 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-  
11 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours  
12 without an uninterrupted meal period of not less than thirty (30) minutes.

13       58. During the relevant time period, Plaintiffs and the other class members who were  
14 scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer  
15 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

16       59. During the relevant time period, Defendants intentionally and willfully required Plaintiffs  
17 and the other class members to work during meal periods and failed to compensate Plaintiffs and the other  
18 class members the full meal period premium for work performed during meal periods.

19       60. During the relevant time period, Defendants failed to pay Plaintiffs and the other class  
20 members the full meal period premium due pursuant to California Labor Code section 226.7.

21       61. Defendants' conduct violates applicable IWC Wage Order and California Labor Code  
22 section 226.7.

23       62. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7  
24 subdivision (b), Plaintiffs and the other class members are entitled to recover from Defendants one  
25 additional hour of pay at the employee's regular rate of compensation for each work day that the meal or  
26 rest period is not provided.

27       ////

28       ////

### **THIRD CAUSE OF ACTION**

**(Violation of California Labor Code sections 226.7)**

**(Against Defendant HAIR CLUB FOR MEN, LLC and DOES 1 through 100)**

63. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 62, and each and every part thereof with the same force and effect as though fully set forth herein.

64. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

65. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

66. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 1/2) hours.

67. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

68. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

69. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

70. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

71. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7, subdivision (b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

## **FOURTH CAUSE OF ACTION**

**(Violation of California Labor Code sections 1194, 1197, and 1197.1)**

**(Against Defendant HAIR CLUB FOR MEN, LLC and DOES 1 through 100)**

72. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 71, and each and every part thereof with the same force and effect as though fully set forth herein.

73. At all relevant times, California Labor Code sections 11194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

74. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 11194, 1197, and 1197.1.

75. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

76. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

77. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

## **FIFTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 201 and 202)**

**(Against Defendant HAIR CLUB FOR MEN, LLC and DOES 1 through 100)**

78. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 77, and each and every part thereof with the same force and effect as though fully set forth herein.

79. Pursuant to California Labor Code sections 201 and 202, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not

1 later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours'  
2 notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the  
3 time of quitting.

4 80. During the relevant time period, Defendants intentionally and willfully failed to pay  
5 Plaintiff CLEMENS and the other class members their wages, earned and unpaid, within seventy-two  
6 (72) hours of Plaintiff CLEMENTS and the other class members leaving Defendants' employ.

7 81. Defendants' failure to pay Plaintiff CLEMENS and the other class members their  
8 wages, earned and unpaid, within seventy-two (72) hours of them leaving Defendants' employ, is in  
9 violation of California Labor Code sections 201 and 202.

10 82. Pursuant to California Labor Code section 203, if an employer willfully fails to pay,  
11 without abatement or reduction, in accordance with sections 201 and 202, any wages of an employee  
12 who is discharged or who quits, the wages of the employee shall continue as a penalty from the due  
13 date thereof at the same rate until paid or until an action is commenced; but the wages shall not  
14 continue for more than thirty (30) days.

15 83. Plaintiff CLEMENS and the other class members are entitled to recover the statutory  
16 penalty for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days  
17 maximum pursuant to California Labor Code section 203.

18 **SIXTH CAUSE OF ACTION**  
19 **(Violation of California Labor Code § 204)**  
20 **(Against Defendant HAIR CLUB FOR MEN, LLC and DOES 1 through 100)**

21 84. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 83,  
22 and each and every part thereof with the same force and effect as though fully set forth herein.

23 85. At all times herein set forth, California Labor Code section 204 provides that all wages  
24 earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar  
25 month, other than those wages due upon termination of an employee, are due and payable between the  
26 16th and the 26th day of the month during which the labor was performed.

27 86. At all times herein set forth, California Labor Code section 204 provides that all wages  
28 earned by any person in any employment between the 16th and the last day, inclusive, of any calendar

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1 month, other than those wages due upon termination of an employee, are due and payable between the 1st  
2 and the 10th day of the following month.

3 87. At all times herein set forth, California Labor Code section 204 provides that all wages  
4 earned for labor in excess of the normal work period shall be paid no later than the payday for the next  
5 regular payroll period.

6 88. During the relevant time period, Defendants intentionally and willfully failed to pay  
7 Plaintiffs and the other class members all wages due to them, within any time period permissible under  
8 California Labor Code section 204.

9 89. Plaintiffs and the other class members are entitled to recover all remedies available for  
10 violations of California Labor Code section 204.

11 **SEVENTH CAUSE OF ACTION**  
12 **(Violation of California Labor Code § 226(a))**  
13 **(Against Defendant HAIR CLUB FOR MEN, LLC and DOES 1 through 100)**

14 90. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through  
89, and each and every part thereof with the same force and effect as though fully set forth herein.

15 91. Pursuant to California Labor Code section 226(a), every employer shall furnish each of  
16 his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2)  
17 total hours worked by the employee, (3) the number of piece-rate units earned and any applicable  
18 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions  
19 made on written orders of the employee may be aggregated and shown as one item, (5) net wages  
20 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the  
21 employee and his or her social security number, (8) the name and address of the legal entity that is  
22 the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding  
23 number of hours worked at each hourly rate by the employee. The deductions made from payments  
24 of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day,  
25 and year, and a copy of the statement or a record of the deductions shall be kept on file by the  
26 employer for at least three years at the place of employment or at a central location within the State  
27 of California.

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92. Defendants intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies included one or more of the following: the failure to include the total number of hours worked by Plaintiffs and the other class members, the failure to include the hourly rate, and the failure to provide social security number.

93. As a result of Defendants' violation of California Labor Code section 226, subdivision (a), Plaintiffs and the other class members experience actual injury because it: (1) resulted in the non-payment of wages; (2) deprived Plaintiffs and the class members of the information necessary to identify discrepancies in Defendant's reported data; (3) created confusion over whether they received all wages owed to them; (4) created difficulty and expense involved in reconstructing pay records; and (5) forced Plaintiffs and the class member to make mathematical computations to analyze whether the wages paid in fact properly compensated them.

## **EIGHTH CAUSE OF ACTION**

**(Violation of California Labor Code section 1174, subdivision (d))**

**(Against Defendant HAIR CLUB FOR MEN, LLC and DOES 1 through 100)**

94. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

96. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other class members.

97. As a result of Defendants' violation of California Labor Code section 1174, subdivision (d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

98. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174, subdivision (d)

1 because they were denied both their legal right and protected interest, in having available, accurate and  
2 complete payroll records pursuant to California Labor Code section 1174, subdivision (d).

3 **NINTH CAUSE OF ACTION**

4 **(Violation of California Business & Professions Code §§ 17200 et seq.)**  
**(Against Defendant HAIR CLUB FOR MEN, LLC and DOES 1 through 100)**

5 99. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through  
6 98, and each and every part thereof with the same force and effect as though fully set forth herein.

7 100. Defendants' conduct, as alleged in this Complaint, has been, and continues to be,  
8 unfair, unlawful and harmful to Plaintiffs and the other class members, and Defendants' competitors.  
9 Accordingly, Plaintiffs and the other class members seek to enforce important rights affecting the  
10 public interest within the meaning of Code of Civil Procedure section 1021.5.

11 101. Defendants' activities as alleged herein are violations of California law, and constitute  
12 unlawful business acts and practices in violation of California Business & Professions Code sections  
13 17200, et seq.

14 102. A violation of California Business & Professions Code sections 17200, et seq. may be  
15 predicated on the violation of any state or federal law.

16 **Failure to Pay Overtime**

17 103. Defendants' failure to pay overtime in violation of the Wage Orders and California  
18 Labor Code section 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by  
19 California Business & Professions Code section 17200, et seq.

20 **Failing to Provide Meal Periods**

21 104. Defendants' failure to provide legally required meal periods in violation of the Wage  
22 Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair  
23 activity prohibited by California Business & Professions Code sections 17200, et seq.

24 **Failure to Provide Rest Periods**

25 105. Defendants' failure to provide legally required rest periods in violation of the Wage  
26 Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair  
27 activity prohibited by California Business & Professions Code section 17200, et seq.

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## Failure to Pay Minimum Wages

106. Defendants' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

## Failure to Provide Compliant Wage Statements

107. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226, subdivision (a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

## Failure to Keep Complete and Accurate Payroll Records

108. Defendants' failure to keep complete and accurate payroll records in violation of California Labor Code section 1174, subdivision (d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

## Failure to Pay Earned Commissions

109. Defendants' failure to timely pay Plaintiffs and the other class members their earned commissions.

## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general public similarly situated, jointly and severally, as follows:

## **Class Certification**

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendant provide to Class Counsel, immediately upon its appointment, the names and most current contact information (address and telephone numbers) of all class members.

## **As to the First Cause of Action**

5. That the court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the court may deem just and proper.

## **As to the Second Cause of Action**

10. That the court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7, subdivision (b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

15. For such other and further relief as the court may deem just and proper.

### **As to the Third Cause of Action**

16. That the court declare, adjudge and decree that Defendant violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

17. That the court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premium wages pursuant to California Labor Code section 226.7, subdivision (b);

20. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

1 21. For such other and further relief as the court may deem just and proper.

2 **As to the Fourth Cause of Action**

3 22. That the court declare, adjudge and decree that Defendants violated California Labor Code  
4 sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other  
5 class members;

6 23. For general unpaid wages and such general and special damages as may be appropriate;

7 24. For statutory wage penalties pursuant to California Labor Code section 1197.1 for  
8 Plaintiffs and the other class members in the amount as may be established according to proof at trial;

9 25. For pre-judgment interest on any unpaid compensation from the date such amounts were  
10 due;

11 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California  
12 Labor Code section 1194, subdivision (a);

13 27. For liquidated damages pursuant to California Labor Code section 1194.2; and

14 28. For such other and further relief as the court may deem just and proper.

15 **As to the Fifth Cause of Action**

16 29. That the court declare, adjudge and decree that Defendants violated California Labor Code  
17 sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of  
18 the employment of the other class members no longer employed by Defendants;

19 30. For all actual, consequential, and incidental losses and damages, according to proof;

20 31. For statutory wage penalties pursuant to California Labor Code section 203 for the other  
21 class members who have left Defendants' employ;

22 32. For pre-judgment interest on any unpaid compensation from the date such amounts were  
23 due; and

24 33. For such other and further relief as the court may deem just and proper.

25 **As to the Sixth Cause of Action**

26 34. That the court declare, adjudge and decree that Defendants violated California Labor Code  
27 section 204 by willfully failing to pay all compensation owed at the time required by California Labor  
28 Code section 204 to Plaintiffs and the other class members;

- 1 35. For all actual, consequential, and incidental losses and damages, according to proof;
- 2 36. For pre-judgment interest on any unpaid compensation from the date such amounts were
- 3 due; and
- 4 37. For such other and further relief as the court may deem just and proper.

5 **As to the Seventh Cause of Action**

- 6 38. That the court declare, adjudge and decree that Defendants violated the record keeping
- 7 provisions of California Labor Code section 226, subdivision (a) and applicable IWC Wage Orders as to
- 8 Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements
- 9 thereto;

- 10 39. For actual, consequential and incidental losses and damages, according to proof;
- 11 40. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);
- 12 41. For injunctive relief to ensure compliance with this section, pursuant to California Labor
- 13 Code section 226, subdivision (g); and
- 14 42. For such other and further relief as the court may deem just and proper.

15 **As to the Eighth Cause of Action**

- 16 43. That the court declare, adjudge and decree that Defendants violated California Labor Code
- 17 section 1174, subdivision (d) by willfully failing to keep accurate and complete payroll records for
- 18 Plaintiffs and the other class members as required by California Labor Code section 1174, subdivision
- 19 (d);

- 20 44. For actual, consequential and incidental losses and damages, according to proof;
- 21 45. For statutory penalties pursuant to California Labor Code section 1174.5; and
- 22 46. For such other and further relief as the court may deem just and proper.

23 **As to the Ninth Cause of Action**

- 24 47. That the court decree, adjudge and decree that Defendants California Business and
- 25 Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all
- 26 overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other
- 27 class members, and failing to pay at least minimum wages to Plaintiffs and the other class members.

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1       48. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-  
2 judgment interest from the day such amounts were due and payable;

3       49. For the appointment of a receiver to receive, manage and distribute any and all funds  
4 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of  
5 violation of California Business and Professions Code sections 17200, et seq.; and

6       50. For such other and further relief as the court may deem just and proper.

7  
8 Date: March 27, 2015

**R. REX PARRIS LAW FIRM**

9  
10 By: /s/ John M. Bickford

11 John M. Bickford, Esq.

12 Attorneys for Plaintiffs, the Putative Class,  
13 and Aggrieved Employees

**DEMAND FOR JURY TRIAL**

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and aggrieved employees, hereby demand a trial by a jury.

Date: March 27, 2015

## R. REX PARRIS LAW FIRM

By: /s/ John M. Bickford  
John M. Bickford, Esq.  
Attorneys for Plaintiffs, the Putative Class,  
and Aggrieved Employees